

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In Re:

John Malone,

Debtor

Chapter 13
Case No. 24-10885

MOTION TO EMPLOY SPECIAL COUNSEL

Now comes the Debtor, and requests authorization to employ Attorney Andrew N. Coppo of the Greater Boston Title & Escrow as his special counsel. In support of this Motion, the Debtor provides as follows:

1. The Debtor filed for Chapter 13 bankruptcy protection on May 8, 2024.
2. The Debtor desires to employ as special counsel pursuant to 11 U.S.C. s.327 Attorney Andrew N. Coppo of the Greater Boston Title & Escrow, LLC, 60 Adams Street, #207, Milton, Massachusetts, for the special purpose of representing the Debtor in selling his real estate at 26 Savin Hill Avenue, Boston, MA.
3. Andrew N. Coppo, Esq. is an attorney experienced in real estate law.
4. The Debtor selected Andrew N. Coppo and the Greater Boston Title & Escrow . LLC because of his experience in this type of matter.
5. The duties and responsibilities of Andrew N. Coppo as special counsel the Debtor shall be limited to legal representation of the Debtor in selling his real estate at 26 Savin Hill Avenue, Boston, MA.
6. To the best of the Debtor's knowledge and belief, Andrew N. Coppo holds or represents no interest adverse to the estate.
7. The terms of the employment of Andrew N. Coppo, agreed to by the Debtor, subject to Court approval, is flat rate of \$3,500.00.
8. Utilizing counsel in this matter benefits the Debtor's estate since it will allow the Debtor to receive a fair value for his real estate and pay the Plan in full.

Wherefore, the Debtor by and through counsel, requests that the application to employ under the terms specified in this Motion be approved by the Court, and such other and further relief as is just and proper.

Debtor,
by his attorney,

Date: May 8, 2025

/s/ John Ullian

John Ullian, Esq., BBO 542776
Amy Puliafico, Esq. BBO 682332
The Law Firm of Ullian & Associates, P.C.
220 Forbes Road, Suite 106
Braintree, MA 02184
(781) 848-5980

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In Re:

John Malone,

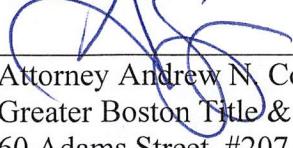
Debtor

Chapter 13
Case No. 24-10885

AFFIDAVIT OF PROFESSIONAL PERSON

1. My name is Andrew N. Coppo. I am an attorney authorized and licensed to practice before this Court and in the Commonwealth of Massachusetts. I have personal knowledge of the facts stated herein and they are all true and correct, except for those facts stated upon information and belief, and as to those facts I believe them to be true and correct.
2. I represent that after reasonable investigation, to the best of my knowledge, I do not hold or represent any interest adverse to the estate of the above-named Debtor.
3. I represent that to the best of my knowledge that I am a "disinterested person" as that term is defined at 11 U.S.C. s.101(14).
4. I hereby represent that I have agreed not to share with any person the compensation to be paid for the services rendered in this case.
5. Per our fee agreement (which is attached), I am representing Debtor on the sale of 26 Savin Hill Avenue, Boston, MA. The Debtor will be charged a flat fee of \$3,500.00.
6. I received not retainer on this matter.
7. If extraordinary legal services are needed beyond these services, I will file a supplemental Motion to Employ and a fee application.
8. I shall amend this statement immediately upon my learning that any of the within representations are incorrect or there is any change of circumstances.
9. I have reviewed the provisions of Massachusetts Local Bankruptcy Rule 2016-1.

Signed under the pains and penalties of perjury this 7 day of May, 2025.



Attorney Andrew N. Coppo
Greater Boston Title & Escrow, LLC
60 Adams Street, #207
Milton, MA 02186

OFFICIAL FORM 7

United States Bankruptcy Court
District of Massachusetts

In re John Malone

Debtor(s)

Case No.
Chapter

13

DECLARATION RE: ELECTRONIC FILING

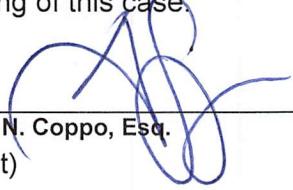
PART I- DECLARATION OF PETITIONER

I [We] Andrew N. Coppo, Esq., **hereby declare(s) under penalty of perjury** that all of the information contained in my _____ (singly or jointly the "Document"), filed electronically, is true and correct. I understand that this *DECLARATION* is to be filed with the Clerk of Court electronically concurrently with the electronic filing of the Document. I understand that failure to file this *DECLARATION* may cause the Document to be struck and any request contained or relying thereon to be denied, without further notice.

I further understand that pursuant to the Massachusetts Electronic Filing Local Rule (MEFLR)-7(a) all paper documents containing original signatures executed under the penalties of perjury and filed electronically with the Court are the property of the bankruptcy estate and shall be maintained by the authorized CM/ECF Registered User for a period of five (5) years after the closing of this case.

Dated: May 7, 2025

Signed:

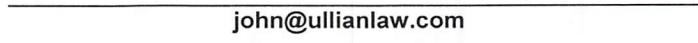

Andrew N. Coppo, Esq.
(Affiant)

PART II - DECLARATION OF ATTORNEY (IF AFFIANT IS REPRESENTED BY COUNSEL)

I certify that the affiant(s) signed this form before I submitted the Document, I gave the affiant(s) a copy of the Document and this *DECLARATION*, and I have followed all other electronic filing requirements currently established by local rule and standing order. This *DECLARATION* is based on all information of which I have knowledge and my signature below constitutes my certification of the foregoing under Fed. R. Bankr. P. 9011. I have reviewed and will comply with the provisions of MEFR 7.

Dated: May 7, 2025

Signed:


john@ullianlaw.com
Attorney for Affiant



GREATER BOSTON TITLE & ESCROW

Andrew N. Coppo, Esq. -Admitted in MA

Samir Ragab, Esq. -Admitted in MA

LEGAL SERVICES AGREEMENT

This Agreement made on December 17th, 2024 between **John Malone** (hereinafter collectively referred to as "Seller" or "Client"), and **Andrew N. Coppo, Esq.** (hereinafter called "Attorney").

Client engages Attorney to represent the Client for services to be rendered in connection with the purchase and sale of **26 Savin Hill Avenue, Boston Massachusetts**. Attorney agrees to perform services faithfully and with due diligence. The Client understands that Attorney may perform some such services before the execution of this Agreement and agrees to pay for those services as provided herein.

The scope of services performed will include some of all of the following, which includes without limitation:

- Drafting, reviewing and negotiating the Purchase and Sale Agreement ("P&S");
- Negotiating the P&S with the Buyer's attorney;
- Preparing a Repair or Use and Occupancy Agreement, if necessary
- Drafting the Deed, Power of Attorney and 6d Certificate;
- Obtaining all lien payoffs;
- Resolving any title defects (if title defects are not covered by an Owner's title insurance policy, the Seller will be charged a fee in an amount not to exceed \$400 per curative document);
- Communicating with lenders, brokers, attorneys and/or the seller;
- Consulting with Client as to the terms and particulars of the transaction; and
- Executing the closing documents and/or attending the closing on Clients' behalf.

In contemplation of the above-described services, Client agrees to pay a flat legal fee of **\$3,500.00** plus any incidental costs (shipping, postage, certified and/or recordable documents charges, etc), for my/our services which will be payable at the time of closing. Payment by Client to Attorney is due at closing and will be reflected on the final HUD Settlement Statement.

Attorney will keep the Client informed of all the progress of this matter. Attorney will send the Client copies of drafts of the Purchase and Sale Agreement and, upon request, any correspondence Attorney receives or sends. Attorney will return any telephone call from the Client as quickly as possible. Every effort will be made to expedite the Client's matter promptly and efficiently as according to the highest legal and ethical standards.



GREATER BOSTON TITLE & ESCROW

Either party may terminate this Legal Services Agreement at any time. In the event of such termination, all amounts for legal services and/or for expenses, whether billed or unbilled, incurred up to and including the day of termination, and/or any interest and late charges due pursuant to this Agreement, shall be paid in full.

The Seller expressly acknowledges that the Seller's counsel has not made any representations about the tax consequences of this transaction. Attorney has advised Seller that the sale of premises may have tax consequences and is encouraged to seek the advice of independent tax counsel. The Seller acknowledges that they have had the opportunity to seek the advice of independent tax counsel prior to signing this Agreement and agree to indemnify and hold harmless Andrew N. Coppo, Esq. from any and all tax liability regarding the sale of the Premises.

I appreciate the opportunity to be of service to you in this transaction. Please do not hesitate to call me with any questions you may have about any aspect of my representation. I would also appreciate your signature below acknowledging your receipt and understanding of the terms of this letter and my prospective representation.

Attorney

By: _____
Andrew N. Coppo

Agreed to and acknowledged:

Client

By:
John Malone

CERTIFICATE OF SERVICE

I, John Ullian, hereby certify under the pains and penalties of perjury that I served the foregoing **MOTION TO EMPLOY SPECIAL COUNSEL** by ECF or mailing a copy of same, postage prepaid, to the following interested parties and to those on the attached service list.

Carolyn Bankowski
Chapter 13 Trustee Boston
P.O. Box 8250
Boston, MA 02114

John Malone
28 Savin Hill Avenue
Dorchester, MA 02125

American Building Construction, Inc.
82 Union St.
Quincy, MA 02169

Federal Home Loan Mortgage Corporation
Jason Giguere
Zwicker & Associates, P.C.
80 Minuteman Road
Andover, MA 01810

Federal Home Loan Mortgage Corporation
Brian M Kiser
Marinosci Law Group, P.C.
275 West Natick Road, Suite 500
Warwick, RI 02886

Dated: May 8, 2025

Office of the US Trustee
John W. McCormack Post Office & Court House
5 Post Office Square, 10th Floor, Suite 1000
Boston, MA 02109

28 Berkshire Ave LLC
Peter Pasciucco
50 Redfield Street, Suite 201
Boston, MA 02122

Chloe, LLC
c/o Ehrhard & Associates, P.C.
27 Mechanic Street, Suite 101
Worcester, MA 01068

Federal Home Loan Mortgage Corporation
Joseph Dolben
Harmon Law Offices, P.C.
150 California Street
Newton, MA 02458

The Bank of New York Mellon
Marcus Pratt
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851

/s/ John Ullian
John Ullian, Esq.,
The Law Firm of Ullian & Associates, P.C.
220 Forbes Road, Suite 106
Braintree, MA 02184
(781) 848-5980

0101-1

Case 24-10885

District of Massachusetts

Boston

Thu May 8 09:06:01 EDT 2025

Boston

U. S. Bankruptcy Court

J.W. McCormack Post Office & Court House

5 Post Office Square, Suite 1150

Boston, MA 02109-3945

Attn: Massachusetts Dept. of Revenue

Bankruptcy Unit

PO Box 7090 Boston, MA 02204

Bank of America, N.A.

475 Cross Point Pk

Getzville, NY 14068-1609

Boston Water and Sewer Commission

980 Harrison Avenue

Boston, MA 02119-2530

Boston Water and Sewer Commission

P.O. Box 55466

Boston, MA 02205-5466

City of Boston Real Estate Tax

CITY OF BOSTON, BOX 55808

Boston, MA 02205

Discover Bank

2479 Edison Blvd, Unity A

Twinsburg, OH 44087-2475

Fed Home Loan Mortgage Corp as Trustee

26 Savin Hill Ave

Dorchester, MA 02125-4099

Fed Home Loan Mortgage Corp as Trustee

c/o Specialized Loan Servicing

P.O. Box 636005

Littleton, CO 80163-6005

Federal Home Loan Mortgage Corp. Trustee (Se

c/o Newrez LLC

dba Shellpoint Mortgage Servicing

(fka Specialized Loan Servicing LLC)

6200 S. Quebec Street, Suite 300

Greenwood Village, Colorado 80111-4720

Federal Home Loan Mortgage Corp. Trustee for

Freddie Mac Seasoned Credit Risk

c/o Shellpoint Mortgage Servicing

PO Box 10826 Greenville

Greenville, SC 29603-0826

National Grid

P.O. Box 371338

Pittsburgh, PA 15250-7338

Specialized Loan Servicing, LLC

Specialized Loan Servicing LLC

P.O. Box 636005

Littleton, CO 80163-6005

The Bank of NY Mellon Indenture Trustee

c/o Bank of America, N.A.

475 Cross Point Pkwy PO Box 9000

Getzville, NY 14068-9000

The Bank of New York Mellon

c/o Bank of America, N.A.

P.O. Box 31785

Tampa, FL 33631-3785

Carolyn Bankowski-13-12

Chapter 13-12 Trustee Boston

P. O. Box 8250

Boston, MA 02114-0950

John Malone

28 Savin Hill Avenue

Dorchester, MA 02125

John A. Ullian

The Law Firm of Ullian & Associates, P.C.

220 Forbes Road, Suite 106

Braintree, MA 02184-2711

Richard King - B

Office of the US Trustee

J.W. McCormack Post Office & Courthouse

5 Post Office Sq., 10th Fl, Suite 1000

Boston, MA 02109-3934

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)28 Berkshire Ave LLC

(u)Federal Home Loan Mortgage Corporation, as

(u)The Bank of New York Mellon FKA The Bank